



ENTERED
02/23/2012

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

IN RE:	§	
THE GNI GROUP, INC.:	§	00-38458-H2-7
GNI CHEMICALS CORPORATION;	§	00-38459-H2-7
DISPOSAL SYSTEMS, INC.;	§	00-38460-H2-7
DISPOSAL SYSTEMS OF CORPUS	§	00-38461-H2-7
CHRISTI, INC.; RESOURCE	§	00-38462-H2-7
TRANSPORTATION SERVICES, INC.;	§	00-38463-H2-7
GNI TECHNICAL SERVICES, INC.;	§	00-38464-H2-7
GULF NUCLEAR OF LOUISIANA,	§	
	§	(JOINTLY ADMINISTERED
DEBTORS.	§	CASE NO. 00-38458-H2-7)

ORDER APPROVING FIRST AMENDED
MOTION TO APPROVE COMPROMISE OF CLAIMS BY AND BETWEEN THE
TRUSTEE, THE ENVIRONMENTAL PROTECTION AGENCY AND THE TEXAS
COMMISSION ON ENVIRONMENTAL QUALITY


Came on for consideration, the Amended Motion to Approve Compromise of Claims By and Between the Trustee, the Texas Commission on Environmental Quality ("TCEQ") and the Environmental Protection Agency ("EPA"), and it is hereby

ORDERED, that the Amended Motion is granted and the Trustee is authorized to execute a release of National Union Fire Insurance Company of Pittsburgh, Pa. and the other settling parties to the Settlement Agreement, and to grant a prospective release for future settlement between EPA, TCEQ and Debtors' insurers as set forth in the Stipulation and Agreed Order Regarding Future Settlements with Debtors' Insurers. The Settlement Agreement and the Stipulation and Agreed Order are hereby approved.

Notwithstanding any other term or provision in the Settlement Agreement, the Stipulation and Agreed Order Regarding Future Settlements With Debtors' Insurers (the "Stipulation") or this Order, this Order: (i) is without prejudice to any of the rights, claims or defenses of Pacific Employers Insurance Company ("PEIC"), Standard Fire Insurance Company and Travelers

Casualty and Surety Company, formerly known as Aetna Casualty and Surety Company (collectively, "Travelers") and their respective related or affiliated insurance companies (the "Insurers") under any of their insurance policies issued to Debtors (the "Policies") and any agreements between Debtors and the Insurers related to the Policies (together, with the Policies, the "Insurance Agreements"); (ii) shall not modify any of the terms, conditions, limitations and/or exclusions contained in the Insurance Agreements; and (iii) shall not prejudice any of the Insurers' rights and/or defenses in any subsequent litigation.

Signed on this the 23 day of Feb, 2011.



United States Bankruptcy Judge